

**AGREEMENT BETWEEN THE
GOVERNMENT OF ANTIGUA AND BARBUDA
AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA
EXTENDING THE DURATION OF THE AGREEMENT BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF ANTIGUA REGARDING
UNITED STATES DEFENCE AREAS AND FACILITIES IN ANTIGUA**

The Government of the United States of America and the Government of Antigua and Barbuda, having reviewed the Agreement between the Government of the United States of America and the Government of the Antigua and Barbuda regarding United States Defence Areas and Facilities, signed at Washington December 12, 1977, as amended and extended, have agreed as follows:

- (1) The Agreement, as amended and extended, is further extended for an additional five-year period, with effect from January 1, 2009, until December 31, 2013.
- (2) The map appended to this agreement henceforth constitutes the definitive map of the defense areas, rights of access, rights of way and easements covered by the agreement.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done at St. John's Antigua, in duplicate, this 25th day of September in the year 2009.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

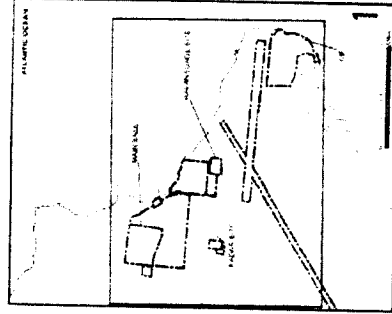


Dr. D. Brent Hardt
Chargé d'Affaires, a.i.
Embassy of the United States of America
Barbados and the Eastern Caribbean

FOR THE GOVERNMENT OF
ANTIGUA AND BARBUDA:

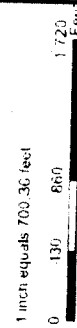


The Honorable Harold Lovell
Prime Minister (Acting)



Legend

- Encroachment Areas
- Easement Right of Way
- Installation Area
- Fence
- Athletic Court
- Buildings
- Slabs
- Roads



PROPOSED 2009
INSTALLATION REAL ESTATE
12 MAY 2009

Real Estate Index	TRACT	ACREAGE
	AN 903	16.23
	AN 905	0.56
	AN 907E	0.01
	AN 908	21.66
	AN 909	18.86
	AN 913E	1.32
	AN 914E	5.99
	AN 917	4.13
	AN 918E	5.89
	AN 922E	3.26
	AN 923E	0.51
	AN 924	2.30
	AN 929E	0.02
	AN 931	26.37
	AN 933E	0.51
	AN 948	1.09
	AN 953	4.93
	AN 954E	0.77
	AN 958	54.38
	AN 959	2.06
	AN 960E	0.02

EASEMENT	ACREAGE
Sanitary Sewer Outfall	0.39
Runway Water Catchment	16.17



**LEASE TO THE
GOVERNMENT OF THE UNITED STATES OF AMERICA
BY THE GOVERNMENT OF ANTIGUA & BARBUDA**

WHEREAS, in the Agreement between the Government of Antigua and the Government of the United States of America, dated December 14, 1977, regarding defense areas in Antigua (hereinafter referred to as The Defense Areas Agreement"), the Government of Antigua and Barbuda undertook in Articles II and IV thereof to make available to the Government of the United States of America defense areas, rights of access, rights of way and easements for the purposes of that Agreement, and

WHEREAS, Article IV of the Defense Areas Agreement further provided that said defense areas, rights of access, rights of way and easements would be provided free of rent and all other charges except as expressly stated in leases concluded by appropriate United States military authorities and the Government of Antigua and Barbuda; and

WHEREAS, the Government of Antigua and Barbuda and the Government of the United States of America by an Agreement dated September 25, 2009 amended the Defense Areas Agreement by extending it through December 31, 2013, retroactive to January 1, 2009 (The Defense Areas Agreement together with the Agreement dated September 25, 2009, are collectively referred to in this Lease as The Agreement as amended);

NOW THEREFORE, this lease is made by and between the Governments of Antigua and Barbuda acting by and through the Governor-General (hereinafter called the Lessor), and the Government of the United States of America acting by and through the Department of the Air Force (hereinafter called the Lessee).

(1) Leased Property: The Lessor leases to the Lessee the defense areas, rights of access, rights of way, and easements shown in the map attached to the Agreement between the two Governments dated September 25, 2009.

(2) Term: The current lease has been extended and paid through June 30, 2009. The term of this lease shall be retroactive to January 1, 2009 with subsequent payment due on July 1, 2009, and continuing through December 31, 2013.

(3) Use: Lessee's use of the property shall be for the purposes of the Agreement, as amended.

(4) Consideration: Beginning January 1, 2009, the Lessee shall pay to the Lessor an amount not to exceed one million two hundred and fifty thousand dollars (U.S. \$1,250,000), payable in four equal installments of three hundred and twelve thousand, five hundred dollars (U.S. \$312,000) on January 1, April 1, July 1, and October 1; provided that payment shall be subject to adequate appropriations being made available from year to year for the payment of rentals. Checks shall be made payable to the Government of Antigua and Barbuda and shall be paid upon signature by both Parties of the present lease.

(5) Operations and Maintenance Costs: Beginning 1 July 2009, the Lessee shall pay to the Lessor an amount not to exceed one hundred thousand dollars (U.S.

\$100,000) annually as its contribution to the maintenance and operating costs of V.C. Bird International Airport pursuant to Article VII of the Agreement, as amended, payable in four equal installments of twenty-five thousand dollars (U.S. \$25,000) on January 1, April 1, July 1, and October 1; provided that payment shall be subject to adequate appropriations being made available from year to year for the payment of maintenance and operating costs. Checks shall be made payable to the Government of Antigua and Barbuda upon signature by both Parties of the present lease.

(6) Termination: In accordance with paragraph two (2) this lease shall begin on July 1, 2009, retroactive to January 1, 2009, and continue through December 31, 2013 or until terminated by either party giving one (1) year's notice in writing. This lease may be extended by mutual agreement.

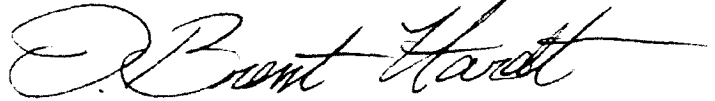
(7) Official Not to Benefit: No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this lease or to any benefit that may arise there from.

FOR THE GOVERNMENT OF
ANTIGUA AND BARBUDA



The Honorable Harold Lovell
Prime Minister (Acting)

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA



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